

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON PORTLAND DIVISION

PATSY JAY,

Plaintiff,

v.

Case No.: 3:23-cv-656

GRAND MANAGEMENT SERVICES, INC.,

EVERGREEN GARDENS LIMITED PARTNERSHIP,

JERRY MASCOLO, LEONDRA COLEMAN, and DAWN COCKRUM,

Defendants.

DEPOSITION OF

KRISTIN SMITH

TAKEN ON

THURSDAY, JULY 18, 2024

9:09 A.M.

OREGON LAW CENTER

490 NORTH SECOND STREET

COOS BAY, OREGON 97420

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<p>1 APPEARANCES</p> <p>2</p> <p>3 Appearing on behalf of the Plaintiff:</p> <p>4 CARLY R. CRIPPS, ESQUIRE</p> <p>5 Oregon Law Center</p> <p>6 230 NE 2nd Avenue, Suite F</p> <p>7 Hillsboro, Oregon 97124</p> <p>8 (541) 726-4381</p> <p>9 (604) 726-4382 (Fax)</p> <p>10 ccripps@oregonlawcenter.org</p> <p>11</p> <p>12 -and-</p> <p>13</p> <p>14 WILLIAM NIESE, ESQUIRE</p> <p>15 NICOLE M. PRICHARD, ESQUIRE</p> <p>16 Oregon Law Center</p> <p>17 490 N. 2nd Street</p> <p>18 Coos Bay, OR 97420</p> <p>19 (541) 269-1226</p> <p>20 npritchard@oregonlawcenter.org</p> <p>21 bniese@oregonlawcenter.org</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 INDEX OF EXAMINATION</p> <p>2 Page</p> <p>3</p> <p>4 EXAMINATION BY MR. NIESE 7</p> <p>5 EXAMINATION BY MS. MANDT 68</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 APPEARANCES CONTINUED</p> <p>2</p> <p>3 Appearing on behalf of the Defendant Evergreen</p> <p>4 Gardens Apartments:</p> <p>5 NATHAN B. MCCLINTOCK, ESQUIRE</p> <p>6 Corrigall & McClintock, LLP</p> <p>7 936 Central Avenue</p> <p>8 Coos Bay, Oregon 97420</p> <p>9 (541) 269-1123</p> <p>10 nmccclintock@epuertot.com</p> <p>11</p> <p>12 Appearing on behalf of the Defendant Grand</p> <p>13 Management Services, et al.:</p> <p>14 HEIDI L. MANDT, ESQUIRE</p> <p>15 Williams Kastner</p> <p>16 1515 SW 5th Avenue, Suite 600</p> <p>17 Portland, Oregon 97201</p> <p>18 (503) 288-7967</p> <p>19 (503) 222-7261 (Fax)</p> <p>20 hmandt@williamskastner.com</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 EXHIBITS</p> <p>2 Exhibit Page</p> <p>3</p> <p>4 1 EMAIL 23</p> <p>5 2 NOTES 28</p> <p>6 3 PETITION FOR RESTRAINING ORDER 31</p> <p>7 4 EMAIL 32</p> <p>8 5 NOTICE OF INTENT TO EVICT 35</p> <p>9 6 EMAIL 38</p> <p>10 7 TENANT TO LANDLORD WRITTEN 42</p> <p>11 COMPLAINT</p> <p>12 8 LETTER 42</p> <p>13 9 NOTE 45</p> <p>14 10 INCIDENT REPORT 46</p> <p>15 11 EMAIL 51</p> <p>16 12 NOTICE OF LEASE VIOLATOIN 55</p> <p>17 13 EMAIL 64</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p style="text-align: right;">Page 6</p> <p>1 DEPOSITION OF 2 KRISTIN SMITH 3 TAKEN ON 4 THURSDAY, JULY 18, 2024 5 9:09 A.M. 6 7 THE REPORTER: We are on the record at 8 9:09 a.m. 9 Ms. Smith, will you please raise your 10 right hand. 11 Do you affirm under penalty of perjury 12 that the testimony you are about to give will be the 13 truth, the whole truth, and nothing but the truth? 14 THE DEPONENT: I do. 15 THE REPORTER: Thank attorney please state 16 their name and whom they represent today? 17 MR. NIESE: My name is William Niese. The 18 last name is spelled N-i-e-s-e. I represent Patsy 19 Jay. 20 MS. CRIPPS: Carly Cripps. I represent 21 Patsy Jay. 22 MS. PRITCHARD: Nicole Pritchard. I 23 represent Patsy Jay. 24 MR. MCCLINTOCK: Nathan McClintock. I 25 represent Evergreen.</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. Okay. So, as I said, this is a 2 deposition. Please answer clearly and out loud. If 3 you need to take a break, you may do so, except 4 while the question is pending. Have you taken any 5 drugs or medications today that would affect your 6 ability to answer questions completely and 7 truthfully? 8 A. No. 9 Q. Okay. And what, if anything, have you 10 done to prepare for this deposition? 11 A. I met with my attorney -- 12 Q. Okay. 13 A. -- last night. 14 Q. And have you reviewed any documents in 15 preparation for this deposition? 16 A. I've looked over the file. 17 Q. Oh, which -- which -- which file? 18 A. Patsy Jay's -- 19 Q. And is -- was that -- 20 A. -- file pertaining to this matter. 21 Q. Okay. Have you provided copies of that 22 file to your attorney? 23 A. Of course. 24 Q. And could we get copies of those documents 25 of that file?</p>
<p style="text-align: right;">Page 7</p> <p>1 MS. MANDT: Heidi Mandt on behalf of Grand 2 Management and all individual Grand Management 3 defendants. 4 THE REPORTER: Thank you so much. 5 Counsel, please proceed. 6 KRISTIN SMITH, having been first duly sworn, was 7 examined, and testified as follows: 8 EXAMINATION 9 BY MR. NIESE: 10 Q. Could you please state and spell your 11 name? 12 A. Kristin Smith, K-r-i-s-t-i-n, S-m-i-t-h. 13 Q. Thank you. And have you been deposed 14 before? 15 A. Yes. 16 Q. Okay. And when -- under what 17 circumstances? 18 A. For work. Work related. 19 Q. Okay. Can you elaborate on that? 20 A. Two court cases. One was in my early 20s. 21 It was a tenant that had a mold issue. Didn't end 22 up going to trial. And the second one was an HR 23 issue in 2019-ish. 24 Q. Okay. 25 A. And that did go to trial.</p>	<p style="text-align: right;">Page 9</p> <p>1 A. You already have it. 2 MR. MCCLINTOCK: You already have. 3 MS. MANDT: You already have. 4 BY MR. NIESE: 5 Q. Okay. Thank you. Have you talked to 6 anyone aside from your attorney in preparation for 7 today's deposition? 8 A. My staff. 9 Q. Which -- which members of your staff? 10 A. Jerry Mascolo. 11 Q. Okay. And anyone else? 12 A. No. 13 Q. Okay. Thank you. Who is your current 14 employer? 15 A. Grand Management Services. 16 Q. And what is your position there? 17 A. Property manager/owner. 18 Q. Okay. How long have you been employed by 19 Grand Management? 20 A. Almost 30 years. 21 Q. Okay. 22 A. Twenty-eight and a half or something. 23 Q. Okay. Do you know Jerry Mascolo? 24 A. Yes. 25 Q. In what capacity?</p>

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14 to 17

<p style="text-align: right;">Page 14</p> <p>1 eviction notice based on noise complaints or noise?</p> <p>2 A. If it was repetitive, then yes.</p> <p>3 Q. Would it require police involvement before</p> <p>4 Grand Management would issue that notice of</p> <p>5 eviction?</p> <p>6 A. A notice of eviction? It would definitely</p> <p>7 have to be documented. I don't know that it would</p> <p>8 require police action.</p> <p>9 Q. Okay. Does Grand Management have a policy</p> <p>10 regarding physical relationships between employees</p> <p>11 and tenants?</p> <p>12 A. Yes.</p> <p>13 Q. And is that policy in writing?</p> <p>14 A. Yes.</p> <p>15 Q. Does Grand Management have a written</p> <p>16 policy regarding its response to violence between</p> <p>17 tenants?</p> <p>18 A. I -- I'm not sure if it's written.</p> <p>19 Q. Okay.</p> <p>20 A. We certainly have to take action.</p> <p>21 Q. So what would Grand Management's policy be</p> <p>22 if you had reason to believe that tenant A attacked</p> <p>23 tenant B?</p> <p>24 MS. MANDT: Object -- object to the form.</p> <p>25 You can answer.</p>	<p style="text-align: right;">Page 16</p> <p>1 A. Yes.</p> <p>2 Q. What would your investigation entail?</p> <p>3 A. Interviewing both parties and reviewing</p> <p>4 police records and any witnesses and the site</p> <p>5 manager, if -- if she had record or was a witness or</p> <p>6 had documents.</p> <p>7 Q. What would you do if there was no police</p> <p>8 involvement in the call?</p> <p>9 A. I mean, we would do the best we can, but</p> <p>10 if we found, through our investigation, that it</p> <p>11 actually happened that there was witnesses, then we</p> <p>12 would issue the 14/30. That's all we can do.</p> <p>13 Q. Okay. So you -- if there were --</p> <p>14 A. If it was physical, though, if it was</p> <p>15 physical, we would certainly attempt the 24-hour</p> <p>16 notice of substantial harm.</p> <p>17 Q. Okay. What if there were no witnesses?</p> <p>18 MS. MANDT: Object to the form.</p> <p>19 BY MR. NIESE:</p> <p>20 Q. What would -- what would your policy be if</p> <p>21 tenant A said tenant B punched me in the face, but</p> <p>22 you could locate no witnesses?</p> <p>23 A. Well, is there damages? Can you see a</p> <p>24 bruise on the tenant? I mean, there would have to</p> <p>25 be some evidence.</p>
<p style="text-align: right;">Page 15</p> <p>1 THE DEPONENT: I mean, again, that's a</p> <p>2 very broad statement. I -- I have personally been</p> <p>3 attacked and we tried to do an eviction for</p> <p>4 substantial harm with 24-hour notice, and that was</p> <p>5 not allowed. You actually have to hit someone. And</p> <p>6 the -- the judge informed me that it has to be an</p> <p>7 actual assault. So we may give a 14/30, that's what</p> <p>8 we call it. It's a notice of intent to evict if it</p> <p>9 was repetitive. I don't know if that answers your</p> <p>10 question. It's very broad, your -- your question.</p> <p>11 BY MR. NIESE:</p> <p>12 Q. Okay. Well, let me see if I can narrow it</p> <p>13 down. What would your policy be if a tenant called</p> <p>14 you and said my neighbor punched me in the face?</p> <p>15 MS. MANDT: Well, I'm going to object to</p> <p>16 the form. It's an improper hypothetical. You can</p> <p>17 answer the question if you can.</p> <p>18 THE DEPONENT: Well, we would investigate</p> <p>19 and hopefully, there would be a police record and</p> <p>20 they would be issued a notice of intent to evict.</p> <p>21 That's the most stringent notice that we're allowed</p> <p>22 to give under the Rural Development Rules and</p> <p>23 Regulations, and it does allow a cure period.</p> <p>24 BY MR. NIESE:</p> <p>25 Q. Okay. So that would be a 3014?</p>	<p style="text-align: right;">Page 17</p> <p>1 Q. Okay.</p> <p>2 A. But we would do what we could. You know,</p> <p>3 that's what we always try to do.</p> <p>4 Q. Okay.</p> <p>5 A. We do the best we can.</p> <p>6 Q. Does Grand Management have a written</p> <p>7 policy for when one tenant sexually assaults or</p> <p>8 sexually harasses another tenant?</p> <p>9 MS. MANDT: Object to the form.</p> <p>10 THE DEPONENT: We have a lease agreement</p> <p>11 that states tenant duties and reasons for</p> <p>12 termination, and that is one of them, yes. You</p> <p>13 cannot sexually harass --</p> <p>14 BY MR. NIESE:</p> <p>15 Q. Is -- is that --</p> <p>16 A. -- another tenant.</p> <p>17 Q. Is that the entirety of your sexual</p> <p>18 harassment, sexual assault policy, is that --</p> <p>19 A. We also --</p> <p>20 Q. -- is the -- is the rental agreement?</p> <p>21 A. For tenants? I mean, there is --</p> <p>22 Q. Yes, for tenants.</p> <p>23 A. -- there is a Rural Development handbook.</p> <p>24 Q. Again, that's not my question. My</p> <p>25 question is does Grand Management have a written</p>

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<p style="text-align: right;">Page 18</p> <p>1 policy, outside of the rental agreement, dealing</p> <p>2 with an issue when one tenant sexually assaults or</p> <p>3 sexually harasses another tenant?</p> <p>4 MS. MANDT: Object to the form.</p> <p>5 THE DEPONENT: We have a tenant</p> <p>6 eligibility criteria. We have a selection plan. We</p> <p>7 have a lease. We have every document in the world.</p> <p>8 I don't know what that would be under. We have an</p> <p>9 employee handbook. There's no handbook on how to</p> <p>10 deal with tenants, per se. There's not a written</p> <p>11 handbook of how to deal with every situation.</p> <p>12 I mean, there's a operations manual, but</p> <p>13 it doesn't go over, you know, stuff like this. We</p> <p>14 default to Oregon law and our lease agreement and</p> <p>15 our rules, and those do state that you cannot</p> <p>16 sexually harass. We're also trained in fair housing</p> <p>17 every year.</p> <p>18 BY MR. NIESE:</p> <p>19 Q. Okay.</p> <p>20 A. So we do the best we can, but Rural</p> <p>21 Development requires a cure period.</p> <p>22 Q. Is there a policy for how employees should</p> <p>23 handle complaints of sexual harassment or sexual</p> <p>24 assault?</p> <p>25 MS. MANDT: Object to form.</p>	<p style="text-align: right;">Page 20</p> <p>1 MS. MANDT: Well -- well, that's not the</p> <p>2 question.</p> <p>3 THE DEPONENT: Okay.</p> <p>4 MS. MANDT: Listen to his question and</p> <p>5 answer his question.</p> <p>6 THE DEPONENT: Well, normally, the person</p> <p>7 would call the police, I would assume, if they were</p> <p>8 sexually assaulted in their home by a relative or</p> <p>9 friend or whoever their guest was. So yes, we would</p> <p>10 certainly take action if it was a tenant. I --</p> <p>11 you're not even explaining if it was another tenant.</p> <p>12 MS. MANDT: We're going to take a break.</p> <p>13 MR. NIESE: Sure.</p> <p>14 THE REPORTER: Okay. We're off the record</p> <p>15 at 9:22 a.m.</p> <p>16 (WHEREUPON, a recess was taken.)</p> <p>17 THE REPORTER: We are back on the record</p> <p>18 at 9:27 a.m.</p> <p>19 BY MR. NIESE:</p> <p>20 Q. Did you rent a unit to Patsy Jay?</p> <p>21 A. Yes.</p> <p>22 Q. When did you begin renting that unit to</p> <p>23 Ms. Jay?</p> <p>24 A. I would have to look for the date. It's</p> <p>25 approximately 24 years ago.</p>
<p style="text-align: right;">Page 19</p> <p>1 THE DEPONENT: Yes.</p> <p>2 BY MR. NIESE:</p> <p>3 Q. Okay. And that's a written policy?</p> <p>4 A. I'm not sure if it's written or not.</p> <p>5 Q. Okay. As the owner of Grand Management,</p> <p>6 do you have a responsibility to keep your tenants</p> <p>7 safe, even if the police don't intervene?</p> <p>8 MS. MANDT: Object to form.</p> <p>9 THE DEPONENT: Yes.</p> <p>10 BY MR. NIESE:</p> <p>11 Q. What is Grand Management's policy when a</p> <p>12 tenant reports being sexually assaulted or harassed</p> <p>13 in their home? Is that the same as you -- as -- the</p> <p>14 same as you previously described?</p> <p>15 MS. MANDT: Object to form.</p> <p>16 THE DEPONENT: In their home? Okay. Can</p> <p>17 you give me a little more detail on what that would</p> <p>18 entail? The --</p> <p>19 BY MR. NIESE:</p> <p>20 Q. Someone is sexually assaulted or harassed</p> <p>21 in their home --</p> <p>22 A. Okay.</p> <p>23 Q. -- that they're renting from you.</p> <p>24 A. To my knowledge, that wasn't the</p> <p>25 situation.</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. Okay. Do you recall which unit she was</p> <p>2 renting or is renting?</p> <p>3 A. Look on the file here.</p> <p>4 MS. MANDT: No. If you don't remember --</p> <p>5 THE DEPONENT: Oh. I don't remember --</p> <p>6 BY MR. NIESE:</p> <p>7 Q. Okay.</p> <p>8 A. -- off the top of my head --</p> <p>9 Q. Okay.</p> <p>10 A. -- without looking.</p> <p>11 Q. Sure. Has she lived --</p> <p>12 A. I want to say --</p> <p>13 Q. Has she lived in that unit through the</p> <p>14 duration of her tenancy --</p> <p>15 A. I would have to see if she ever</p> <p>16 transferred, but she's lived on the complex --</p> <p>17 Q. Okay.</p> <p>18 A. -- for the duration, yes.</p> <p>19 Q. Okay. And are you aware that Ms. Jay</p> <p>20 relies on a wheelchair and a walker for support?</p> <p>21 A. I don't know. I've never met her in</p> <p>22 person. I just talked to her on the phone.</p> <p>23 Q. Okay. Are you aware of -- of any of Ms.</p> <p>24 Jay's disabilities?</p> <p>25 A. No.</p>

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34 to 37

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1 A. When I prepped for today, I prepped for
2 Patsy Jay.
3 **Q. Okay.**
4 A. I did not prep for Cindy Fargher, or I
5 would have been more up on her dates of employ for
6 you.
7 **Q. Okay. This email states that the so-**
8 **called consensual incident was sexual assault,**
9 **correct?**
10 A. I would have to read it.
11 **Q. Well, I -- I can give you a couple -- I**
12 **can give you a minute to read it.**
13 A. Okay. She claims it was sexual assault.
14 Again, we didn't know any of this was going on --
15 MS. MANDT: It's okay.
16 THE DEPONENT: -- until after the fact.
17 MS. MANDT: Answer only his question,
18 please.
19 BY MR. NIESE:
20 **Q. But it also mentions a gun incident,**
21 **correct?**
22 MS. MANDT: Object to the form.
23 BY MR. NIESE:
24 **Q. Does the email state, "It is pointless to**
25 **me to write anything about my personal concerns, as**

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1 they haven't been acknowledged or addressed at all
2 since the gun incident and sexual assault has
3 occurred in February?"
4 A. It states that, yes.
5 **Q. Okay.**
6 A. But that is --
7 MS. MANDT: You answered his question.
8 BY MR. NIESE:
9 **Q. Okay. Is it correct that Grand Management**
10 **issued a notice of intent to evict John McKnight on**
11 **or about March 7th, 2019?**
12 A. I would have to review, but yes --
13 **Q. Okay.**
14 A. -- we've tried several times to evict John
15 McKnight.
16 (WHEREUPON, a discussion was held off the
17 record.)
18 MR. NIESE: Introduce this into evidence.
19 (WHEREUPON, Exhibit 5 was marked for
20 identification.)
21 BY MR. NIESE:
22 **Q. Give you a moment to review.**
23 A. Okay.
24 **Q. Okay. So was this notice issued as a**
25 **result of Mr. McKnight's actions against Ms.**

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1 **Fargher?**
2 A. It was issued as a result of the actions
3 listed on page 3 of 4, starting with, "during the
4 last 60 days." It lists out the reasons why we
5 issued this notice.
6 **Q. It mentions waving around of a gun; is**
7 **that correct?**
8 A. Yes.
9 **Q. Why was the sexual assault not mentioned**
10 **in this notice?**
11 MS. MANDT: Object to form.
12 THE DEPONENT: I didn't write the notice.
13 I can't answer that. I can tell you we went to
14 court on that sexual assault issue with a bunch of
15 witnesses, so I did not appear, but Richard Nored
16 did, and Jerry Mascolo did. So you're -- you're
17 deposing them next week, so you could ask them about
18 that.
19 **Q. In what capacity did they go to court?**
20 **What -- what case was that?**
21 A. On the Cindy Fargher issue.
22 **Q. Was that for --**
23 A. For the restraining order --
24 **Q. Okay.**
25 A. -- type issue, yeah.

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1 **Q. Why did you issue a curable notice rather**
2 **than a 24 hour outrageous conduct notice, given the**
3 **gun issue?**
4 A. Because you can't evict just for waving a
5 gun or threatening to hurt someone or kill someone
6 or to punch someone. It has to be, you did it. And
7 I know that because I've been in this business 30
8 years and I've tried. You have to issue a 14/30,
9 that is the RD regulations. There must be a cure
10 period in subsidized housing, unless there is
11 substantial harm. Like I said, an assault or a rape
12 or physical action. It has to have taken place.
13 **Q. Okay.**
14 A. So we did what we could.
15 **Q. Okay. On or about March 15th, 2019, did**
16 **you receive an email concerning another restraining**
17 **order entered against Mr. McKnight?**
18 A. I would have to look at the document.
19 MR. NIESE: Yes. I'm sorry. I'm going to
20 need to take a short break.
21 THE REPORTER: We are off the record at
22 10:00 a.m.
23 (WHEREUPON, a recess was taken.)
24 THE REPORTER: We are back on the record
25 at 10:05.

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1 MS. MANDT: Object to the form. We'd only
2 be speculating.
3 BY MR. NIESE:
4 Q. Again, without --
5 MR. NIESE: I would like to enter this
6 into -- into evidence, thank you.
7 (WHEREUPON, Exhibit 10 was marked for
8 identification.)
9 BY MR. NIESE:
10 Q. Without discussing the contents of this
11 document, do you recognize what this document is?
12 A. Yes.
13 Q. And what is this document?
14 A. It is an incident report.
15 Q. Okay. Do you normally look at incident
16 reports when they come in?
17 A. Yes.
18 Q. Did you see this incident report?
19 A. Yes.
20 Q. Okay. So once you read a report stating
21 that Mr. McKnight, "Turned around, out of anger,
22 unzipped his pants, turned towards Patsy and started
23 walking towards her with his penis in his hand
24 saying, 'Come on, if you don't do it, someone else
25 will,'" what action did you take?

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1 A. We investigated and issued a 14/30 to John
2 McKnight.
3 Q. Okay. When the incident report tells you
4 that, "Patsy became frightened. Told John to find
5 someone else and get out. Still scared, Patsy
6 yelled 'get out' while crying," did that change your
7 opinion to maybe issue a 24-hour notice?
8 MS. MANDT: Object to form.
9 THE DEPONENT: Cannot issue a 24-hour
10 notice unless an action of physical assault has
11 taken place. I know this because I have tried many
12 times in my career. You have to issue a cure
13 period, and that's what I did.
14 BY MR. NIESE:
15 Q. Were you aware that another restraining
16 order was filed against Mr. McKnight on July 16th,
17 2021?
18 A. Yes.
19 Q. What, if anything, did you do when you
20 found out about that restraining order being filed?
21 MS. MANDT: Object to form.
22 THE DEPONENT: We investigated and so did
23 the police.
24 BY MR. NIESE:
25 Q. Okay. What -- what did your investigation

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1 entail? How did you investigate?
2 A. We -- we interviewed witnesses, as did the
3 police, and several of the witnesses said that this
4 was a made up story, that Patsy Jay had told this
5 person that the story had been made up.
6 Q. Okay. So you were aware that there were
7 three separate restraining orders obtained by three
8 separate women in three years against Mr. McKnight?
9 A. I was aware of two.
10 Q. Okay.
11 A. One being an employee that had a
12 relationship and that was not granted, and then this
13 one. I don't know about any other one.
14 Q. Did it concern you at all that you were
15 renting a unit -- a unit to someone with so many
16 restraining orders issued in such a short amount of
17 time?
18 MS. MANDT: Object to form.
19 THE DEPONENT: They weren't issued. The
20 first one was denied, and then this one was issued,
21 but there was no prosecution because of the
22 investigation showed that it may not happen -- may
23 not have happened because of the witnesses.
24 BY MR. NIESE:
25 Q. Okay.

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1 A. So the police --
2 Q. Let me -- let me rephrase.
3 A. Sure.
4 Q. Did it concern you that you were renting a
5 unit to someone with so many restraining orders
6 filed against them in such a short amount of time?
7 MS. MANDT: Object to form.
8 THE DEPONENT: First restraining order was
9 not issued, so there had been none before this, to
10 my knowledge. So it concerned me that my
11 investigation, as well as the police support that we
12 received -- you know, we -- we were working with
13 police, their investigation also showed that there
14 was witnesses saying that this incident was made up
15 by Patsy Jay, and they'd end up prosecuting. So we
16 did what we could, which was issue the 14/30. That
17 was what we could do under our lease.
18 BY MR. NIESE:
19 Q. Were you aware that Mr. McKnight was
20 arrested for violating the restraining order against
21 Ms. Jay?
22 A. Yes.
23 Q. And what, if anything, did you do when you
24 found out?
25 MS. MANDT: Object to form.

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<p style="text-align: right;">Page 50</p> <p>1 THE DEPONENT: I mean, he had not re-</p> <p>2 offended. I mean, the restraining order was</p> <p>3 something that I put on him, so I don't know what</p> <p>4 the right answer is here.</p> <p>5 BY MR. NIESE:</p> <p>6 Q. Did you file a restraining order against</p> <p>7 Mr. McKnight?</p> <p>8 A. No. I said it wasn't ours, so it --</p> <p>9 Q. Oh, okay.</p> <p>10 A. -- wasn't a violation of the 14/30. I</p> <p>11 mean, he lived right there. He -- do you</p> <p>12 understand? His door was -- that's why he moved</p> <p>13 out. He couldn't not violate the restraining order.</p> <p>14 He lived right there. He lived within --</p> <p>15 Q. Okay.</p> <p>16 A. -- 500 feet of her unit.</p> <p>17 Q. So you did not consider a violation of his</p> <p>18 restraining order a violation of his rental</p> <p>19 agreement?</p> <p>20 A. He lived within the parameters of the</p> <p>21 restraining order. That is why --</p> <p>22 Q. Okay.</p> <p>23 A. -- he ended up moving out.</p> <p>24 Q. That wasn't the question. The question</p> <p>25 was did you consider this repeat violation -- did</p>	<p style="text-align: right;">Page 52</p> <p>1 BY MR. NIESE:</p> <p>2 Q. Was this email in response to any</p> <p>3 questions that you had asked him?</p> <p>4 A. I don't remember.</p> <p>5 Q. Did your response to Mr. McKnight's</p> <p>6 actions, the restraining orders, the arrests, the</p> <p>7 allegations, did your response to those abide by</p> <p>8 Grand Management's written policies?</p> <p>9 A. We abide by federal and state law in the</p> <p>10 lease agreement, so yes. In that regard, yes.</p> <p>11 Q. Do your tenants sign a written rental</p> <p>12 agreement?</p> <p>13 A. Yes.</p> <p>14 Q. Is that a month to month or fixed term?</p> <p>15 A. Fixed term.</p> <p>16 Q. How long is --</p> <p>17 A. One year.</p> <p>18 Q. One year? Okay. Does that agreement</p> <p>19 allow tenants to have potted plants on their</p> <p>20 porches?</p> <p>21 A. Yes.</p> <p>22 Q. How many?</p> <p>23 A. I believe six.</p> <p>24 Q. Okay. I'm sorry, did you say at least</p> <p>25 six?</p>
<p style="text-align: right;">Page 51</p> <p>1 you consider his violation of the restraining order</p> <p>2 a violation of his rental agreement?</p> <p>3 A. I guess not. There was no way for him to</p> <p>4 avoid not being within 500 feet of her door. His</p> <p>5 door was within 500 feet of her.</p> <p>6 Q. Okay.</p> <p>7 (WHEREUPON, Exhibit 11 was marked for</p> <p>8 identification.)</p> <p>9 BY MR. NIESE:</p> <p>10 Q. Is this an email to you from Jerry</p> <p>11 Mascolo?</p> <p>12 A. Looks like it, yes.</p> <p>13 Q. It says, "Fuel for the case. Looks like</p> <p>14 they never pressed charges against him, so I would</p> <p>15 say there is not treat then."</p> <p>16 A. I don't know what that means.</p> <p>17 Q. That wasn't my question.</p> <p>18 A. It was bad English, but I don't know what</p> <p>19 that means.</p> <p>20 Q. Do you -- so you don't -- you don't -- you</p> <p>21 don't know what this was about?</p> <p>22 A. That was a mistake.</p> <p>23 MS. MANDT: Just stop. You're talking</p> <p>24 over one another. Wait for him to ask his question</p> <p>25 before you answer.</p>	<p style="text-align: right;">Page 53</p> <p>1 A. I -- I believe six.</p> <p>2 Q. Oh, you believe six. Okay. Thank you.</p> <p>3 And how was that number determined?</p> <p>4 A. We -- we just made that policy. We didn't</p> <p>5 want tenants -- you know, they can get out of</p> <p>6 control with potted plants, and it can look</p> <p>7 unsightly. So we just wanted to put a number out</p> <p>8 there so people can abide by it --</p> <p>9 Q. Okay.</p> <p>10 A. -- so we chose six.</p> <p>11 Q. Okay. Are lawn chairs permitted on</p> <p>12 porches and in yards under your rental agreement?</p> <p>13 A. If it's outside furniture and it does not</p> <p>14 interfere with the pathway, then -- then yes, but</p> <p>15 not inside things.</p> <p>16 Q. Okay. But how about upholstered chairs or</p> <p>17 other types of chairs?</p> <p>18 A. No.</p> <p>19 Q. Why not?</p> <p>20 A. It looks unsightly. We want to have good</p> <p>21 curb appeal. That's part of our management.</p> <p>22 Q. What is -- what is curb appeal?</p> <p>23 A. Looking pleasant to the outsider.</p> <p>24 Q. Okay. Are walkers or wheelchairs</p> <p>25 permitted on the porch?</p>

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54 to 57

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1 A. They're not usually allowed to leave them
2 there to impede the common pathway for other
3 tenants.
4 Q. Okay. What if they're not impeding the
5 pathway and they're just on the porch; is that okay?
6
7 A. That is fine, but -- yes, that's allowed.
8 Q. Okay. Did you issue Patsy Jay an eviction
9 notice on or about August 20th, 2021?
10 A. I personally did not, no.
11 Q. Are you aware of her being issued an
12 eviction notice --
13 A. I am aware of a document that someone else
14 wrote, Dawn Cockrum.
15 Q. Okay. Did that notice list having a
16 walker on her porch as a reason for its issuance?
17 A. I don't know if it was on the porch or in
18 the planted area with gravel, but yes, it was left
19 in an area that was against the rules.
20 Q. Okay. Did Grand Management receive a
21 request for reasonable accommodation for Ms. Jay?
22 A. I believe after that was issued, yes, we
23 received it --
24 Q. Do you --
25 A. -- and we granted it.

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1 Q. -- do you recall when that was -- okay.
2 A. No.
3 Q. Okay. And you did grant the request you
4 said, correct?
5 A. Yes.
6 Q. Okay. And are you aware that Ms. Jay
7 filed a HUD complaint against Grand Management on or
8 about August 30th, 2022?
9 A. Yes.
10 Q. On or about March 28th, 2023, did Grand
11 Management issue Ms. Jay a notice of lease violation
12 warning?
13 A. I would have to look --
14 Q. Okay.
15 A. -- at the document. I -- I didn't issue
16 it to her.
17 MR. NIESE: Okay. I have it. I just need
18 to make some copies. Let me take a quick break.
19 THE REPORTER: We are off the record at
20 10:36.
21 (WHEREUPON, a recess was taken.)
22 THE REPORTER: We are back on at 10:41.
23 MR. NIESE: Okay. Thank you.
24 (WHEREUPON, Exhibit 12 was marked for
25 identification.)

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1 BY MR. NIESE:
2 Q. So do you recognize -- without talking
3 about the substance of the document, do you
4 recognize what this document is?
5 A. It looks like a lease violation --
6 Q. Okay.
7 A. -- for not turning in all of her recert
8 paperwork needed to complete her tenant
9 recertification.
10 Q. Okay. And was that information on her
11 life insurance policy? Is that what was requested?
12 A. I'm not sure. I do know that she
13 submitted it, like, the next day.
14 Q. Okay.
15 A. So it was cured.
16 Q. Okay.
17 A. But she's supposed to only have 14 days.
18 MS. MANDT: Just --
19 THE DEPONENT: Oh, okay.
20 BY MR. NIESE:
21 Q. If you could look on the second page?
22 Thank you.
23 A. Okay.
24 Q. Does that refresh your memory? Is that --
25 can you -- can you state that --

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1 A. Oh, yeah. It says Colonial Life Insurance
2 Policy.
3 Q. Okay.
4 A. Yeah.
5 Q. Okay. Thank you. Is that life insurance
6 policy information necessary to recertify her?
7 A. It appears so, yes.
8 Q. Okay. Before -- let me -- let me
9 rephrase. Had Ms. Jay ever been given a notice
10 based on not submitting her life insurance policy?
11 A. I don't know.
12 Q. Do -- do -- okay. Do you know a Sharon
13 Elrod?
14 A. She was a manager there --
15 Q. Okay.
16 A. -- after Cindy.
17 Q. Are you aware that Ms. Elrod informed Ms.
18 Jay that her life insurance information was not
19 required?
20 A. If it's whole life, it is required. I
21 don't know if it's whole or -- or part, but we need
22 that information for the file.
23 Q. But are you aware that Ms. Elrod informed
24 Ms. Jay that it wasn't?
25 A. No.

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66 to 69

<p style="text-align: right;">Page 66</p> <p>1 Q. So would he tell someone that a 2 restraining order would be an automatic 24-hour 3 eviction without you giving him that order? 4 A. Absolutely not. Absolutely not. 5 Q. He wouldn't tell them that? 6 A. He would not. 7 Q. Okay. 8 A. And it sounds like you're deposing him, so 9 you can ask him directly, but that was not something 10 that we would say. 11 Q. Did you ever issue a notice to Mr. 12 McKnight regarding termination of employment? 13 A. We never used him again. He wasn't really 14 an employee. We -- he fixed a couple things on the 15 property when we were in between handymen at Cindy's 16 request, apparently, because he was her boyfriend. 17 We didn't know that at the time. But -- but no, we 18 didn't use him again. 19 Q. Okay. This email states that every 20 resident here is in danger. Do you agree with that 21 assessment? 22 A. No. 23 Q. Why not? 24 A. She's a -- 25 Q. Who's she?</p>	<p style="text-align: right;">Page 68</p> <p>1 this time. 2 MS. MANDT: All right. 3 EXAMINATION 4 BY MS. MANDT: 5 Q. Ms. Smith, how long has Grand Management 6 Services been in existence? 7 A. Since about 1994. 8 Q. How many units does Grand Management 9 manage? 10 A. Currently, almost 1,300. 11 Q. And are those located, excuse me, 12 throughout the state of Oregon? 13 A. Yes, in 15 counties. 14 Q. How many of those units are RD or low- 15 income units? 16 A. About half, so about 650. 17 Q. And Evergreen Gardens, is that a RD, Rural 18 Development Program, living situation? 19 A. Yes. 20 Q. So can you -- what does the -- basically, 21 what is the Rural Development Program? 22 A. It's a program through USDA Rural 23 Development under the Department of Agriculture that 24 provides subsidy to low-income tenants. 25 Q. Is it basically Section 8 housing?</p>
<p style="text-align: right;">Page 67</p> <p>1 A. She -- Cindy, sounds like a -- a person -- 2 you know, she obviously broke up with this man and 3 they had a -- a situation. Again, I'm not going to 4 speculate what happened in their sexual life, but 5 she's clearly mad and wants him out of there, so 6 this is her opinion. But again, she was in the 7 wrong. 8 Q. Did you respond to this email? 9 A. I don't believe so. 10 Q. Okay. 11 A. It wasn't to me. 12 Q. Did you talk to Sharon about this email? 13 A. I don't remember. It was a long time ago. 14 Probably, but I don't remember. 15 Q. Probably? 16 A. I don't remember. 17 Q. Okay. 18 MR. NIESE: Okay. Another short break, 19 please. 20 THE REPORTER: We are off the record at 21 10:56. 22 (WHEREUPON, a recess was taken.) 23 THE REPORTER: Back on at 10:56. 24 MR. NIESE: No further questions. 25 MR. MCCLINTOCK: I have no questions at</p>	<p style="text-align: right;">Page 69</p> <p>1 A. It is not. Section 8 is through HUD -- 2 Q. Okay. 3 A. -- so it's a different division. 4 Q. Okay. 5 A. But it is similar. 6 Q. But it's similar? Okay. And so specific 7 to Evergreen Gardens, what are the requirements to 8 apply and obtain housing at that apartment complex? 9 A. You have to be 62 years of age or older or 10 disabled, handicapped, regardless of age. And you 11 have to meet income parameters. 12 Q. Okay. And you -- and so each tenant, 13 whether it's Ms. Jay, Mr. McKnight, or anyone else, 14 has to apply to reside there; is that correct? 15 A. Yes. 16 Q. Okay. And is that just simply filling out 17 a one-page application? 18 A. It's several pages, but yes, they fill out 19 an application. 20 Q. And is that information required by RD? 21 A. Yes. 22 Q. Okay. And you talked about a couple of 23 different things that I want to clarify. You talked 24 about the recertification process, and you talked 25 about the one-year lease agreement. How do those</p>

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<p style="text-align: right;">Page 70</p> <p>1 things correspond with one another?</p> <p>2 A. When they move in and sign a lease, the</p> <p>3 recertification date is at least annually on that</p> <p>4 anniversary date. Now, sometimes that date changes.</p> <p>5 If they have a change in income, whether it's up or</p> <p>6 down, or a change in household size, and they</p> <p>7 recertify internally then that can change their</p> <p>8 annual recertification date, but it's at least once</p> <p>9 a year.</p> <p>10 Q. Okay. So if I represent to you that when</p> <p>11 Ms. -- Ms. Jay moved in in May of 2021, okay?</p> <p>12 Assuming that there was no change in her status,</p> <p>13 when would the recertification information have been</p> <p>14 provided to her?</p> <p>15 A. Well, the recertification date would be</p> <p>16 5/1 --</p> <p>17 Q. Okay.</p> <p>18 A. -- but she would be provided with the</p> <p>19 information on 3/1, and she would have 14 days to</p> <p>20 fill out the packet --</p> <p>21 Q. Okay.</p> <p>22 A. -- and return it to the office.</p> <p>23 Q. And this is done every year?</p> <p>24 A. Every year.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 72</p> <p>1 she would have to pay the full amount of rent, the</p> <p>2 note -- the note rate rent for the unit.</p> <p>3 Q. Okay. So pulling numbers out of the air,</p> <p>4 it's a \$1,500 unit, but because of her subsidy,</p> <p>5 she's paying 300 bucks. She would have to pay that</p> <p>6 additional \$1,200?</p> <p>7 A. Right, but it's not \$1,500.</p> <p>8 Q. No, no, no. I understand.</p> <p>9 A. It's less than that, but yeah.</p> <p>10 Q. I understand, but --</p> <p>11 A. Yes.</p> <p>12 Q. And would that have been for the entire</p> <p>13 time that she lived there?</p> <p>14 A. Until we terminate. She has to comply</p> <p>15 with the program still, so she would be terminated,</p> <p>16 but --</p> <p>17 Q. Okay. And so would this have been the</p> <p>18 process that would have occurred in 2022, 2023?</p> <p>19 A. Yes.</p> <p>20 Q. Did it occur in 2024?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 A. It has to.</p> <p>24 Q. And does everyone's -- and this is a</p> <p>25 process that every single tenant that is under the</p>
<p style="text-align: right;">Page 71</p> <p>1 A. And it's not '21, it's 2001, I believe.</p> <p>2 Q. I'm sorry, 2001.</p> <p>3 A. She's lived there a long time.</p> <p>4 Q. Okay. And so if she received the</p> <p>5 certification packet in early 2023, she had 14 days</p> <p>6 to respond, correct?</p> <p>7 A. Yes.</p> <p>8 Q. And if she did not respond within those 14</p> <p>9 days, what would occur?</p> <p>10 A. She would get the violation notice that</p> <p>11 she received, and there's also a 60-day notice of</p> <p>12 recertification and a 30 day. Those 60 days and 30</p> <p>13 days are standard forms. They're in the RD</p> <p>14 handbook, they're required. It basically states if</p> <p>15 you don't get the information in, your rent is going</p> <p>16 to go to market.</p> <p>17 Q. Okay. So if she had not completed that</p> <p>18 recertification packet by May 1 of 2023, what would</p> <p>19 have occurred?</p> <p>20 A. She would have lost her subsidy.</p> <p>21 Q. Okay.</p> <p>22 A. So she would have gone to market.</p> <p>23 Q. Does that mean she'd be evicted or that</p> <p>24 she would pay a higher rent?</p> <p>25 A. We would -- we would terminate her, but</p>	<p style="text-align: right;">Page 73</p> <p>1 RD subsidy goes through every single year?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So in -- in a given year, how many</p> <p>4 30-day, 60-day notices does Grand Management send to</p> <p>5 its residents?</p> <p>6 A. Hundreds.</p> <p>7 Q. Okay.</p> <p>8 A. We're required to do it.</p> <p>9 Q. And if Grand Management doesn't send those</p> <p>10 notices, is there a -- but is there some form of a</p> <p>11 violation of -- of the RD program on your behalf?</p> <p>12 A. Yes.</p> <p>13 Q. Okay.</p> <p>14 A. It would be written up.</p> <p>15 Q. Okay. And so for all of the various units</p> <p>16 that are RD that you manage, this same process is</p> <p>17 going on for every single tenant?</p> <p>18 A. Yes.</p> <p>19 Q. Anything special about Ms. Jay getting a</p> <p>20 notice in March of 2023 that she had not provided</p> <p>21 the information that was requested?</p> <p>22 A. No. You need to provide that. It's a</p> <p>23 requirement.</p> <p>24 Q. Okay. Any reason to think that Ms. Jay</p> <p>25 was not aware that she needed to provide that</p>

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74 to 77

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1 information based on the fact that she had lived at
2 Evergreen Garden since 2001?
3 A. She should have been very aware of it.
4 Q. Okay. Who handled the recertification
5 process from Grand Management?
6 A. Depends on what year you're speaking of.
7 Q. Okay. Let's talk about 2023. Who would
8 have been in charge of it?
9 A. Jerry Mascolo.
10 Q. Okay. And with respect to, you were asked
11 some names, Dawn Cockrum, who is that?
12 A. She was an employee that worked in the
13 same department as Jerry, right under him, and she
14 was compliance specialist.
15 Q. Okay. And Leondra Coleman?
16 A. She was a site manager for Evergreen
17 Gardens.
18 Q. How long was she employed?
19 A. I would have to look. I'm not sure.
20 Q. Okay. With respect to the complaint, the
21 HUD complaint, that was filed by Ms. Jay with
22 respect to Grand Management, is there any
23 relationship between that complaint and the issuance
24 of the 30-day notice?
25 A. No.

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1 Q. Do you have a recollection of why or what
2 Ms. Jay's allegations were that she raised in the
3 HUD complaint?
4 A. Yes.
5 Q. And what were those?
6 A. Well, it pertained to this issue, so it
7 pertained to the incident that happened with John
8 McKnight --
9 Q. Okay.
10 A. -- and she felt that was sexual
11 harassment.
12 Q. And Mr. McKnight -- this incident with Mr.
13 McKnight occurred in the year, calendar year of
14 2021?
15 A. Yes.
16 Q. Okay. Mr. McKnight was evicted, or he --
17 he was not evicted. He left Evergreen Gardens in
18 2021?
19 A. Yes.
20 Q. Okay. And after he left Evergreen Gardens
21 in 2021, Ms. Jay would have gone through the
22 recertification process in early 2022?
23 A. Yes.
24 Q. At any point in time, was there any
25 verification of any physical contact between Ms. Jay

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1 and Mr. McKnight in 2021?
2 A. Physical contact?
3 Q. Yes.
4 A. No.
5 Q. Okay. And I want to -- you mentioned it
6 several times, and I want to give you the
7 opportunity to talk about it. What -- I mean, you
8 oversaw this -- this particular housing unit at some
9 point in time, correct?
10 A. Yes.
11 Q. How many times were you the -- the -- the
12 portfolio manager for Evergreen Gardens?
13 A. Many times in my career, but most
14 recently, like, 2017 to 2019.
15 Q. Okay. And throughout the time of your
16 operating -- well, before I get to that, what is the
17 demographic makeup between men and women at
18 Evergreen Gardens?
19 A. I would have to look specifically, but
20 there's way more women than men. There's only a
21 couple of men at the -- at the -- the -- I don't --
22 I don't want to say a couple and, you know, have it
23 be five or six.
24 Q. Right.
25 A. But anyways, there's a fewer percentage of

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1 males --
2 Q. Okay.
3 A. -- than women.
4 Q. And prior to the reported incident by Ms.
5 Jay in 2021, were you aware of tenants making
6 complaints against her?
7 A. Against Patsy?
8 Q. Yes.
9 A. Yes.
10 Q. Okay. And what type of complaints do you
11 have a recollection of?
12 A. She hit a tenant in the laundry room once.
13 Q. Okay. And what was the result of that?
14 A. I'm -- I'm not a hundred percent sure.
15 There was a -- a legal case, and she did receive a
16 14/30, but it was cured.
17 Q. Okay. And when you say that, does that
18 mean that -- that she, essentially, didn't hit
19 anybody else in 14 days?
20 A. Correct.
21 Q. After that --
22 A. It never happened again.
23 Q. Okay. So if she had hit somebody within
24 those 14 days, what would have occurred?
25 A. She would have been terminated, evicted.

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78 to 81

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1 Q. Okay. What other type of complaints do
2 you recall receiving about Ms. Jay during the time
3 that she's lived there? Just in general? It
4 doesn't have to be specifics.
5 A. I'm not sure, but she's kind of a busybody
6 and she gets involved in a lot of different things,
7 but those were the major things. It was the fight
8 in the laundry room and then this John McKnight
9 situation.
10 Q. Do you recall her being accused of
11 stealing somebody's cell phone?
12 A. Maybe.
13 Q. Okay.
14 A. I'd have to look back.
15 Q. Okay.
16 A. But yeah, she's a busybody in the complex,
17 so there's been other issues. Fights with other
18 tenants. Just verbal fight, you know, not physical
19 fights.
20 Q. So she has not only filed complaints
21 against other tenants other than just Mr. McKnight,
22 but she's also had complaints filed against her?
23 A. Yes.
24 Q. And are you aware of prior to 2021, what
25 Ms. Jay's relationship was like with Mr. McKnight?

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1 A. They were best friends, and he walked her
2 dog twice a day.
3 Q. Okay. And what -- what else gives you the
4 impression that they were best friends?
5 A. I have about 35 little notes between them
6 saying, I love you, you're my best friend, I'm so
7 glad you're in my life, you're so sweet.
8 Q. Okay.
9 A. You know.
10 Q. And you mentioned that when Cindy Fargher
11 filed for a protective order, there was a court case
12 --
13 A. Yes.
14 Q. -- where there was a court hearing.
15 A. Yes.
16 Q. Did you attend that court hearing?
17 A. No, but several members of my staff did.
18 Q. Okay. And did Ms. -- to the best of your
19 knowledge, did Ms. Jay attend that court hearing?
20 A. Yes, along with several tenants. I don't
21 know how many. Ten maybe.
22 Q. Okay.
23 A. Quite a few.
24 Q. And is it your understanding that Ms.
25 Jay's presence at that court hearing was to support

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1 Mr. McKnight?
2 A. Yes, it was.
3 Q. Okay. Did she also present herself in
4 response to any other -- well, strike that. You may
5 not know the -- I'll ask you a different question.
6 And so -- and do you know if any of your
7 staff testified at that hearing on the protective
8 order?
9 A. We did.
10 Q. Who specifically, do you know?
11 A. My father, Richard Nored, and Michelle
12 Gibbons, I believe. And I thought Jerry Mascolo
13 went as well.
14 Q. And Michelle Gibbons is who?
15 A. She, at the time, was a regional manager.
16 I don't think at the time of this, but at the time
17 of the Cindy Fargher thing.
18 Q. Okay. And -- and it's your understanding
19 that no protective order was issued based on the
20 presentation that was made at that court hearing?
21 A. That's correct.
22 Q. Was Ms. Fargher terminated from her
23 employment?
24 A. I don't believe so. I think she quit.
25 Q. Okay. Based on your experience in serving

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1 as the portfolio manager at Grand -- at Evergreen
2 Gardens, is there a lot of complaints going on
3 between the tenants?
4 A. Well, when he -- when he was there, there
5 was a lot of back and forth.
6 Q. Okay.
7 A. He said/she said type.
8 Q. And did that occur with the other male
9 residents of Evergreen?
10 A. I mean, he's the one that kind of sticks
11 out in my mind. There wasn't -- I don't remember
12 another name off the top of my head --
13 Q. Okay.
14 A. -- at this complex.
15 Q. At any point in time that Mr. McKnight was
16 a resident at Evergreen Gardens, did you ever verify
17 that there had been physical contact between Mr.
18 McKnight and any other resident?
19 A. No.
20 Q. And if that had occurred, if you had been
21 able to verify that, either through your own
22 investigation or the police investigation, what
23 would have occurred?
24 A. I would have issued the only more
25 stringent eviction notice that I could, which is a

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<p style="text-align: right;">Page 82</p> <p>1 <u>24-hour notice of substantial harm.</u></p> <p>2 Q. Okay. Are you aware, and I apologize if I</p> <p>3 asked you this, but did Ms. Coleman -- do you know</p> <p>4 how long she was the property manager or the onsite</p> <p>5 manager for Evergreen?</p> <p>6 A. I don't know exactly. I think it was less</p> <p>7 than a year.</p> <p>8 Q. Do you know if she ever had a personal</p> <p>9 relationship with Mr. McKnight?</p> <p>10 A. Not to my knowledge.</p> <p>11 Q. Did her leaving her employment at</p> <p>12 Evergreen -- or with Grand Management have anything</p> <p>13 to do with Mr. McKnight?</p> <p>14 A. I don't believe so, no.</p> <p>15 Q. Okay. Let's go back. I want to ask you</p> <p>16 some questions about this very first email you were</p> <p>17 handed on the Temera Porter matter.</p> <p>18 MR. MCCLINTOCK: What exhibit?</p> <p>19 MS. MANDT: I think it's Exhibit 1.</p> <p>20 THE DEPONENT: Okay. Let me find it here.</p> <p>21 Okay.</p> <p>22 BY MS. MANDT:</p> <p>23 Q. Do you know -- so there's mention in here</p> <p>24 about a court date. Do you know what court date is</p> <p>25 referred to?</p>	<p style="text-align: right;">Page 84</p> <p>1 court date, or we wait. I want my deposit today.</p> <p>2 I've completed everything you requested. Now the</p> <p>3 ball is in your court." What court date is she</p> <p>4 referring to?</p> <p>5 A. Nothing to do with us. I think it must --</p> <p>6 I don't know if she had something against John</p> <p>7 herself.</p> <p>8 Q. Okay.</p> <p>9 A. If that was -- I don't -- I -- I don't</p> <p>10 know, but it wasn't us.</p> <p>11 Q. Okay.</p> <p>12 A. To my knowledge.</p> <p>13 Q. Did you have other communications with Ms.</p> <p>14 Porter, other than what is referred to in this</p> <p>15 email?</p> <p>16 A. Not to my knowledge. I didn't even really</p> <p>17 remember that.</p> <p>18 Q. It refers to -- there's a -- where it says</p> <p>19 subject line, forward video. Do you know what that</p> <p>20 refers to?</p> <p>21 A. No.</p> <p>22 Q. It says on this first page, it says 7110</p> <p>23 at the bottom, about halfway through, it says, "I</p> <p>24 was railroaded by Patsy Jay, and Muriel (phonetic),</p> <p>25 Cindy and John. They have talked to everyone that</p>
<p style="text-align: right;">Page 83</p> <p>1 A. Not really, but I know that she wanted her</p> <p>2 deposit back. That was the deal that we had</p> <p>3 negotiated. She wanted me to hand her the deposit,</p> <p>4 and state law gives me 31 days.</p> <p>5 Q. Okay.</p> <p>6 A. And so I had agreed to it, apparently, if</p> <p>7 she -- apparently she -- I mean, I don't know. The</p> <p>8 -- this indicates that we had a deal that I was</p> <p>9 going to hand it over if she returned keys.</p> <p>10 Q. Was there any quid pro quo that if she</p> <p>11 didn't testify at a protective order hearing, you</p> <p>12 would give her money, or --</p> <p>13 A. No.</p> <p>14 Q. -- pay her off or --</p> <p>15 A. No.</p> <p>16 Q. -- anything along those lines?</p> <p>17 A. No.</p> <p>18 Q. Okay. Do you know if she -- did -- had</p> <p>19 she filed an action against Grand Management to get</p> <p>20 her deposit back?</p> <p>21 A. No. We gave it back to her. It's just we</p> <p>22 didn't hand it to her that day because she didn't</p> <p>23 turn in the keys like she was supposed to.</p> <p>24 Q. So when she talks about in this last</p> <p>25 communication, "So either I go back and make another</p>	<p style="text-align: right;">Page 85</p> <p>1 lives there about me getting evicted, and again,</p> <p>2 it's all lies. You accused" -- and then it talks</p> <p>3 about, "You accused me of going door to door,</p> <p>4 claiming my innocent." Do you know what that refers</p> <p>5 to?</p> <p>6 A. I don't remember.</p> <p>7 Q. Okay. Have you had any communication with</p> <p>8 Ms. Porter since October of 2018 when she left</p> <p>9 Evergreen Gardens?</p> <p>10 A. Not to my knowledge.</p> <p>11 Q. If GMS took an action against a tenant</p> <p>12 outside of the RD guidelines, what would occur?</p> <p>13 Well, how would -- how -- look, let me ask you this.</p> <p>14 How -- how does RD evaluate your management of these</p> <p>15 approved properties?</p> <p>16 A. Oh, they -- they conduct supervisory</p> <p>17 visits.</p> <p>18 Q. How often do those occur?</p> <p>19 A. At least every three years, sometimes more</p> <p>20 often.</p> <p>21 Q. Okay. To each site?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. So Evergreen Gardens, it may be</p> <p>24 once a year -- or I mean, once every three years,</p> <p>25 but another property -- and then there's another</p>

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<p>1 property, and so on and so forth?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And do you know -- do you meet with</p> <p>4 those auditors when they come to the property?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Do you know what they do when they</p> <p>7 are on site evaluating?</p> <p>8 A. Yes.</p> <p>9 Q. What do they do?</p> <p>10 A. They look through a sample percentage of</p> <p>11 the tenant files, and they also conduct a physical</p> <p>12 inspection of the units.</p> <p>13 Q. Okay. Has Grand Management ever been</p> <p>14 sanctioned in any way following one of those audits?</p> <p>15</p> <p>16 A. No.</p> <p>17 Q. And as far as you know, in 2021 through</p> <p>18 the present, you are in good standing with RD?</p> <p>19 A. Yes.</p> <p>20 Q. That's all I have. Thank you.</p> <p>21 THE REPORTER: We are off the record at</p> <p>22 11:17 a.m.</p> <p>23 (WHEREUPON, a recess was taken.)</p> <p>24 THE REPORTER: We are back on the record</p> <p>25 at 11:19.</p>	<p>1 CERTIFICATE</p> <p>2</p> <p>3 I, Valerie Barna, do hereby certify that I</p> <p>4 reported all proceedings adduced in the foregoing</p> <p>5 matter and that the foregoing transcript pages</p> <p>6 constitutes a full, true and accurate record of said</p> <p>7 proceedings to the best of my ability.</p> <p>8</p> <p>9 I further certify that I am neither related to</p> <p>10 counsel or any party to the proceedings nor have any</p> <p>11 interest in the outcome of the proceedings.</p> <p>12</p> <p>13 IN WITNESS WHEREOF, I have hereunto set my hand</p> <p>14 this 7th day of August, 2024.</p> <p>15</p> <p>16</p> <p>17 </p> <p>18 Valerie Barna</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 MR. NIESE: We have no redirect.</p> <p>2 MS. MANDT: Okay.</p> <p>3 MR. NIESE: Yep. So we're done --</p> <p>4 MS. MANDT: We're done.</p> <p>5 THE REPORTER: While we're still on the</p> <p>6 record, sorry, Attorney Niese, will you be ordering</p> <p>7 original -- excuse me, I can't -- an original of</p> <p>8 today's transcript?</p> <p>9 MR. NIESE: Yes.</p> <p>10 UNIDENTIFIED SPEAKER: Yes.</p> <p>11 THE REPORTER: And then Attorney</p> <p>12 McClintock, will you be ordering a copy today?</p> <p>13 MR. MCCLINTOCK: I'll take one.</p> <p>14 THE REPORTER: Okay. And then Attorney</p> <p>15 Mandt?</p> <p>16 MS. MANDT: Yes.</p> <p>17 THE REPORTER: Thank you all for your help</p> <p>18 with that. We are off the record at 11:20 a.m.</p> <p>19 (WHEREUPON, the deposition of KRISTIN</p> <p>20 SMITH was concluded at 11:20 a.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 CORRECTION SHEET</p> <p>2 Deposition of: Kristin Smith Date: 07/18/2024</p> <p>3 Regarding: PATSY JAY vs GRAND MANAGEMENT SERVICES</p> <p>4 Reporter: Valerie Barna</p> <p>5</p> <p>6 Please make all corrections, changes or clarifications</p> <p>7 to your testimony on this sheet, showing page and line</p> <p>8 number. If there are no changes, write "none" across</p> <p>9 the page. Sign this sheet and the line provided.</p> <p>10 Page Line Reason for Change</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 Signature: _____</p> <p>25 Kristin Smith</p>

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DECLARATION

Deposition of: Kristin Smith Date: 07/18/2024

Regarding: PATSY JAY vs GRAND MANAGEMENT SERVICES

Reporter: Valerie Barna

I declare under panalty of perjury the following to be true:

I have read my deposition and the same is true and accurate save and except for any corrections as made by me on the Correction Sheet herein.

Signed at _____, _____
on the _____ day of _____, 20____.

Signature: _____
Kristin Smith